AT&T **Network Services Commitment Form**

GP

Customer Name	800 Services, Inc.	AT&T		Customer Account No. Master	181-300-3031
Address	17 No. Fairview Avenue	Address	301 Marquette Ave, Suite 10	Plan ID No. MLW Contract ID	303081
City	Paramus	State NJ	Zip Code 07652	AT&T Contact	Jean Bushey
		City Mpls	State MN	Zip Code 55402	Telephone No. 800 [illegible]-0269

Select Appropriate Option(s):
☐ New Order ☐ Add/Delete Locations ☑ Upgrade ☐ Trial ☐ Cancel ☐ Renewal
☐ Promotion: [illegible]

AT&T SOFTWARE DEFINED NETWORK (SDN)
(Location Detail must be attached)
☐ Basic ☐ Custom SDN ☐ Expanded Volume Plan
Option: ☐ 1 ☐ 2 ☐ 3 ☐ 4 Plan: ☐ I ☐ Ia ☐ II ☐ V ☐ VI ☐ VII ☐ VIIa ☐ VIII ☐ X ☐ X

Remarks:

If trial option is selected, service will automatically continue under the option selected above, unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff.

PRICING PLANS
Main Billed or Sub-Account Telephone Numbers Location List must be attached for RVPP, CSTPII, CSBP and One Line WATS Term Plan. Location Detail must be attached to DFRP, AVP, HNS, and SSP.)

☐ AT&T MEGACOM Service Term Plan
☐ AT&T MEGACOM Plus Service Term Plan
☐ AT&T MEGACOM Service Card Option Plus
☐ AT&T 800 Term Plan—Location and Service Specific:
☐ AT&T 800 Service
☐ AT&T 800 READYLINE
☐ AT&T MEGACOM 800 Service
☐ AT&T 800 MasterLine Service
☐ AT&T 800 Customer Specific Term Plan (CSTP)
☐ Revenue Volume Pricing Plan (RVPP)
☐ AT&T Hospitality (Hotel) Network Service (HNS)
☐ One Line WATS Term Plan (Sub Account Numbers Only)
☐ Distributed Network Service (DNS)
☐ AT&T 800 Customer Specific Bonus Plan (CSBP)
☑ AT&T 800 Customer Specific Term Plan II (CSTPII)
☐ ACCESS Multi-Service Volume Pricing Plan (AMSVPP)
☐ Multi-Service Volume Pricing Plan (MSVPP)
☐ Discounted Fixed Rate Plan (DFRP)
☐ ACCUNET T1.5
☐ ACCUNET T45
☐ Access Value Plan (AVP)
☐ ACCUNET Select Savings Plan (SSP)

☐ Other

Term 36 Mos. Net (Annual/Monthly) Usage Revenue Commitment $ 3,000,000
(Choose one)

You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

☐ ACCUNET Flexible Digital Access Service (AFDAS)
(Location Detail must be attached)

AT&T MULTI-LOCATION CALLING PLAN (MLCP) (AT&T MULTI-LOCATION WATS (MLW))
(Main Billed Telephone Numbers Location List must be attached)
☐ Plan A Term: ☐ 12 Months ☐ 18 Months
☐ Plan B (Execu PRO WATS) Term: ☐ 18 Months
Number of Locations or Main BTNs ______ Monthly Recurring Charge $ ______
If trial option is selected, service will automatically continue unless you notify AT&T to terminate prior to the end of the trial period as designated in the appropriate tariff. You agree to accept joint responsibility for the financial obligation incurred by the designated locations if AT&T is unable to collect payment from these locations.

STATE CALLING SERVICE (SCS) — Available only to State and Local Government entities
(Location Detail must be attached for Option 1)
☐ Option 1 ☐ Option 2
☐ I certify that my combined intrastate, interstate and international outbound usage, for the service being replaced by the SCS option checked above, in the prior year exceeded an average of 150,000 minutes per month. (Option 1 or 2)
☐ I certify that my combined intrastate, interstate and international outbound usage for the prior year, from all locations using local exchange service access which are to be included in SCS Option 1, exceeded an average of $12.00 per month per location. (Option 1 only)
☐ Month-to-Month Plan (Option 1 or 2)
☐ Term Plan (Option 1 or 2): Term: ______
☐ Term and Volume Plan (TVP) (Option 1 only): Part: ☐ 1 ☐ 2 ☐ 3 Term ______

COLLEGE CONNECT CALLING SERVICE (CCCS) — Available only to private colleges and universities
(Location Detail must be attached)
☐ Domestic ☐ International ☐ Domestic/International
Term: ______ Domestic Annual Revenue Commitment $ ______ International Annual Revenue Commitment $ ______

THE SERVICE(S) AND PRICING PLAN(S) YOU HAVE SELECTED WILL BE GOVERNED BY THE RATES AND TERMS AND CONDITIONS IN THE APPROPRIATE AT&T TARIFFS AS MAY BE MODIFIED FROM TIME TO TIME. YOUR SIGNATURE ACKNOWLEDGES THAT YOU UNDERSTAND THE TERMS AND CONDITIONS UNDER WHICH THE SERVICE(S) SELECTED WILL BE PROVIDED AND THAT YOU ARE DULY AUTHORIZED TO MAKE THE COMMITMENTS AND TO ORDER SERVICE FOR EACH OF THESE LOCATIONS.

800 Services, Inc.
Customer
By: [signature]
(Authorized Customer Signature)
A. C. Oria
(Typed or Printed Name and Title)
7/22/94
Date

AT&T
Accepted By: [signature]
Scott R. Landon
(Typed or Printed Name)
Manager
Title
08-02-94
Date

3-16-99
EXHIBIT
8-22

A00000105

305 Route 17, South Paramus, NJ 07652

June 29, 1995

201-291-1995

Mr. Scott R. London
AT&T - Center Manager
908 Marquette Avenue
Minneapolis, MN 55402-323

Dear Mr. London:

Please find enclosed an AT&T Network Services Commitment form whereby we at 800 Services. Inc. formally request an EXTENSION OF TERM COMMITMENT on our CSTP II Plan # 003-093.

This request for an Extension of Term Commitment, is submitted as provided for within AT&T filed Tariff No. 2, 2.5.7.

Please note that 800 Services, Inc. is submitting the request within the 10 days required by the tariff since we received the enclosed AT&T notice dated June 24, 1995. This governmental order materially restricts the ability of our company to obtain new 800 numbers, a process critical to our development of new business and thereby meet our commitments.

Thank you for your prompt attention to this request. If you need any additional paperwork to affect this extension, please contact me immediately at 800-872-4030. Thank you for your assistance with this matter.

Sincerely,
800 Services, Inc.
Phillip Okin
Phillip Okin
President

Enclosures

CC: Mr. Michael Chimento
Ms. Anna Nicoletti
Ms. Jackie Takacs
Ms. Kay Jackson

PO:cm

Phone: 800-872-4030 Fax: 800-336-7099

[redacted]

A00000037

AT&T

July 14, 1995

3.16.99
EXHIBIT
L-24

Mr. Philip Okin
800 Services, Inc.
305 Route 17
South Paramus, NJ 07652

Dear Mr. Okin:

I am responding to your June 29, 1995 letter invoking the term extension option of AT&T F.C.C. No.2, Section 2.5.7

800 Services, Inc. alleges that AT&T's recent limitation of new 800 numbers prevents 800 Services, Inc. from satisfying its volume commitment. You have not, however, shown a cause and affect relationship between the governmental order that constrains the supply of 800 numbers and 800 Services, Inc.'s failure to meet its tariff commitments.

You have failed to establish the impact (if any) of the weekly reservation cap on 800 Services, Inc.'s ability to satisfy its tariff commitments. In the past, customers repeatedly reserved larger quantities of 800 numbers than it activated. As you know, numbers that are in "reserved" status are unavailable during the reservation period to other customers. The practice of reserving more numbers than end up activated has contributed to the current constrained supply situation that exists for 800 numbers industry-wide.

Before AT&T could properly consider 800 Services, Inc.'s request to, in effect, defer its commitments under Section 2.5.7, it requires some clear evidence that 800 Services, Inc. is unable to satisfy those commitments because of the limited supply of 800 numbers. We have not yet seen any such proof. For example, as of June 14, 1995 (the date of the FCC's initial 800 number exhaust order), 800 Services, Inc.'s net year-to-date inbound revenue under CSTP II Agreement Number 003093 is $1,950,533.06. Based on its commitment from September 1994 through August 1995 for $3,000,000., 800 Services Inc. is significantly behind. This situation occurred before the FCC's constraints on 800 number availability and thus could not have caused it, suggesting that 800 Services Inc. may be over committed on inbound usage.

As to any prospective inability to perform its inbound commitments under CSTP II Agreement Number 003093, 800 Services, Inc. should demonstrate that it: (i) has already activated or has firm end user customer orders to activate all of its currently reserved numbers; and (ii) has firm orders for 800 services from end user customers,

[redacted]

under your CSTP II plan that cannot be satisfied due to unavailability of new 800 numbers. If you make such a showing, AT&T (under appropriate confidentiality provisions) would then explore with 800 Services Inc. viable alternatives for delivering toll-free calling service to your end users (e.g. shared use of single 800 numbers by multiple users; reuse of existing 800 numbers by existing 800 service customers; and PIN technology) that could mitigate the effect of the limited supply of 800 numbers on 800 Services, Inc.'s duty to perform the terms of its CSTP II.

You should also note that in the event that Section 2.5.7 were to apply, only the portion of tariffed inbound commitments impacted by the governmental action can be deferred for the duration of the event causing the inability to perform. An extension of up to one year may then be granted, but only to the extent necessary to satisfy the applicable inbound tariffed commitments. In no event are the tariffed commitments eliminated or reduced during such an extension period.

I look forward to receiving more information from you regarding the Section 2.5.7 requirements as they relate to 800 Services, Inc. so that AT&T can ascertain whether an extension is warranted for 800 Services Inc.'s inbound tariff commitments.

Sincerely,

A Nicoletti

Anna Nicoletti
Account Manager

AT&T

July 14, 1995

3.16.99
EXHIBIT
L-24

Mr. Philip Okin
800 Services, Inc.
305 Route 17
South Paramus, NJ 07652

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You should also note that in the event that Section 2.5.7 were to apply, only the portion of tariffed inbound commitments impacted by the governmental action can be deferred for the duration of the event causing the inability to perform. An extension of up to one year may then be granted, but only to the extent necessary to satisfy the applicable inbound tariffed commitments. In no event are the tariffed commitments eliminated or reduced during such an extension period.

I look forward to receiving more information from you regarding the Section 2.5.7 requirements as they relate to 800 Services, Inc. so that AT&T can ascertain whether an extension is warranted for 800 Services Inc.'s inbound tariff commitments.

Sincerely,

ANicoletti

Anna Nicoletti
Account Manager

3.3.1.Q.4. Cancellation or Discontinuance of AT&T's 800 Customer Specific Term Plan II-Without Liability - (continued)

- The Customer replaces its existing Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new Customer Specific Term Plan II with a total revenue commitment (annual revenue commitment times the number of years in the term) over the term of the new plan equal to or exceeding the sum of the remaining monthly (sum of the full months remaining) and/or annual (the annual revenue commitment divided by 12 times the number of full months remaining) revenue commitment of the existing AT&T 800 Service term plan(s) being canceled and replaced with the new Customer Specific Term Plan II. Discontinuance of the former term plan(s) and start of the new Customer Specific Term Plan II must be done concurrently.

- The Customer replaces its existing AT&T 800 Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new AT&T combined outward calling and inward calling discount plan in a new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10) with a total revenue commitment over the term of the new plan equal to or exceeding the sum of the remaining monthly and/or annual revenue commitments on the existing AT&T 800 Service term plan(s) being canceled and replaced with the new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10). Discontinuance of the former term plan(s) and initiation of the new term plan must be done concurrently.

- The Customer subscribes to an AT&T Contract Tariff. The Contract Tariff must have a total 800 service revenue commitment exceeding the sum of the remaining annual revenue commitment for the CSTP II(s) which the Customer is terminating. Discontinuance of the former term plan(s) and subscription to the new Contract Tariff must be done concurrently. C C C

3.3.1.Q.4. Cancellation or Discontinuance of AT&T's 800 Customer Specific Term Plan II-Without Liability - (continued) N

- The Customer replaces its existing AT&T 800 Customer Specific Term Plan II (either alone or in combination with other AT&T 800 Service term plans) with a new AT&T combined outward calling and inward calling discount plan in a new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10) with a total revenue commitment over the term of the new plan equal to or exceeding the sum of the remaining monthly and/or annual revenue commitments on the existing AT&T 800 Service term plan(s) being canceled and replaced with the new AT&T term plan (as specified in AT&T Tariff F.C.C. No. 1 or in AT&T Tariff F.C.C. No. 16, Section 10). Discontinuance of the former term plan(s) and initiation of the new term plan must be done concurrently. M

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Certain material on this page formerly appeared on Page 61.19.1.

AT&T COMMUNICATIONS
Adm. Rates and Tariffs
Bridgewater, NJ 08807
Issued: July 28, 1993

TARIFF F.C.C. NO. 2
4th Revised Page 61.16.1
Cancels 3rd Revised Page 61.16.1
Effective: July 28, 1993

3.3.1.Q. AT&T 800 Customer Specific Term Plan II (continued)

- The 800 CSTP II will commence on the first of the billing month following the Customer subscribing to the Term Plan.
- The Customer must subscribe to a new Revenue Volume Pricing Plan (see Section 3.3.1.M.). Customers ordering a CSTP II must also order an RVPP to cover all the same AT&T 800 Services. RVPP discounts apply after the Term Plan discounts.
- If the Customer terminates the CSTP II within the first year, the 1/2% credit must be repaid and will be added to the term plan cancellation penalty. S
- There is a $50.00 per location charge to move a CSTP II location from an existing CSTP II to a new CSTP II or to another existing CSTP II. This charge is not applicable to the first 10 locations moved between plans in each calendar year, when the original plan is not discontinued. S C C N
- There is a $50.00 charge when an existing CSTP II is discontinued and all of its locations are concurrently moved to a new or existing CSTP II with a revenue commitment equal to or greater than the original plan being discontinued. N

Need New RVPP TO HAVE new PLAN

* Applicable after August 16, 1993.

• Material filed under Transmittal Nos. 5318, 5384 and 5447 is deferred to July 29, 1993 under authority of Special Permission No. 93-601.

y Issued on same day's notice under authority of Special Permission No. 93-627.

Transfer Of Service Agreement And Notification

C846 (4-90)

I, 800 Services INC. PLAN 3093 (Former Customer) Hereby Request That AT&T transfer or assign service for Account Number(s) 181-000-0022-137

To ______ (Customer)

Former Customer understands and agrees that this transfer or assignment does not relieve or discharge it from remaining jointly and severally liable with New Customer for any obligations existing at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the account numbers specified above and (2) the unexpired portion of any applicable minimum payment period(s).

New Customer hereby assumes all obligations of Former Customer at the time of transfer or assignment. These obligations include: (1) all outstanding indebtedness for the service and (2) the unexpired portion of any applicable minimum payment period(s).

Services are not to be interrupted or relocated at the time transfer or assignment is made. This transfer or assignment will become effective on the later of 4/26/95 (Date) or AT&T's agreement in writing of the transfer or assignment.

When a transfer or assignment occurs, a Record Change Only Charge applies.

Nothing herein shall give any customer, assignee, or transferee any interest or proprietary right in any given AT&T service telephone number.

USE RUPP Report

MOVE ALL Accounts except MAIN 181 #

Keep PLAN 3093 IN Effect

X Phillip O Kim 4/26/95
Former Customer Authorized Representative (Date)

OWNER
Title

X ______ 4/26/95
New Customer Authorized Representative (Date)

______
Title

Retention Requirement: 10yrs After Entered on Records

AT&T

July 25, 1995

Phillip S. Okin
800 Services, Inc.
305-315 Route 17 South
Paramus, NJ 07652

3-16-99
EXHIBIT
D-35

Dear Mr. Okin:

Your July 21 letter asks whether 800 Services, Inc. will be allowed to restructure its existing CSTP II "without any penalty." In tariff terms, a "restructure" is a discontinuance without liability of an existing CSTP II in conjunction with an order for a new CSTP II with a total revenue commitment over the full term at least as large as the remaining revenue commitment of the existing plan, prorated according to the number of months remaining in the term. (Tariff F.C.C No. 2, Section 3.3.1.Q.4., page 61.19.2) There is no penalty for such a restructuring.

The suggestion in your letter that AT&T's deposit request (dated August 9, 1994) delayed the processing of 800 Services' CSTP II order (dated July 22, 1994) past June 17, 1994 is obviously wrong. 800 Services' existing plan (CSTP II No. 3093) has a three year term and a $3 million annual commitment. 800 Service ordered this plan on a Network Services Commitment form dated July 22, 1994. On August 9, 1994, AT&T requested a $125,000 deposit in connection with this order, representing only two weeks of revenue at the minimum commitment level (the tariff provides the deposit amount may be up to three month's revenue, which would be $750,000 for a $3 million commitment). This deposit request was based on 800 Services' historic usage under its then-existing CSTP II (which had a $2.25 million annual commitment) during the four full months for which that plan had been in effect as of July 22. The deposit was required because the pro-rated annual revenue for those four months covered less than 50% of the increased commitment level. (See Tariff F.C.C. No. 2, Section 3.3.1.Q., pages 61.17.1-61.17.2) As you know, AT&T subsequently dropped its deposit request because 800 Services' revenue for the month of July (which was not available when the initial deposit calculation was made) increased 800 Services' prorated year to date revenues to exceed 50% of the commitment increase. The plan was made effective as of August 1, 1994.

As noted, the tariff does not provide any "penalty" for restructuring. If 800 Services does wish to discontinue its existing plan and subscribe to a new CSTP II as per the tariff provision referenced above, please let me know and I will send you a Network Service Commitment form. Please be aware of the following, however:

- If 800 Services orders a new CSTP II in July, it will become effective on the first day of August. (See Tariff F.C.C. No. 2, Section 3.3.1 Q., page 61.16.1) Any shortfall charge that is incurred based on first year revenues will be fixed as of July 31, the last day of the first year.
- In all events, if 800 Services discontinues its CSTP II without liability, 800 Services will be required to pay any difference between its pro-rated annual commitment and its actual charges through the date of discontinuance for the plan year in which the discontinuance is effective. (See Tariff F.C.C. No. 2, Section 3.3.1.Q.4., pages 61.19-61.19.1)
- If 800 Services discontinues its CSTP II without liability during the first year of its term, but fails to meet the annual revenue commitment, it will be required to repay the credits provided under the Spring Promo. (See Tariff F.C.C. No. 2, Section 8.1.1.165 page 261.186)

You will recall that in our telephone discussion on Friday, July 21, you included a participant on the call whom you introduced as Mike, your consultant. I did not catch Mike's last name or his company's name; could you please let me know what they are. I was initially taken aback when I heard this person's voice, because it sounded remarkably like the voice of Al Inga. In fact, I received a telephone message from Mr. Inga later in the day on Friday in which he indicated he was a party to our call and had tape recorded the conversation! Please let me know if the person you introduced as Mike was really Mr. Inga. I am confused by the contents of Mr. Inga's message to me. He referred to an effort to transfer service from 800 Services to Mr. Inga. I am unaware of any request for such a transfer. Please advise is such a request has ever been submitted to AT&T.

Sincerely,

ANicoletti

Anna Nicoletti
Account Manager

AT&T

July 25, 1995

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800 Services, Inc.
305-315 Route 17 South
Paramus, NJ 07652

3-16-99
EXHIBIT
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Sincerely,

ANicoletti

Anna Nicoletti
Account Manager

(AL)

AT&T

July 25, 1995

Phillip S. Okin
800 Services, Inc.
305-315 Route 17 South
Paramus, NJ 07652

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The suggestion in your letter that AT&T's deposit request (dated August 9, 1994) delayed the processing of 800 Services' CSTP II order (dated July 22, 1994) past June 17, 1994 is obviously wrong. 800 Services' existing plan (CSTP II No. 3093) has a three year term and a $3 million annual commitment. 800 Service ordered this plan on a Network Services Commitment form dated July 22, 1994. On August 9, 1994, AT&T requested a $125,000 deposit in connection with this order, representing only two weeks of revenue at the minimum commitment level (the tariff provides the deposit amount may be up to three month's revenue, which would be $750,000 for a $3 million commitment). This deposit request was based on 800 Services' historic usage under its then-existing CSTP II (which had a $2.25 million annual commitment) during the four full months for which that plan had been in effect as of July 22. The deposit was required because the pro-rated annual revenue for those four months covered less than 50% of the increased commitment level. (See Tariff F.C.C. No. 2, Section 3.3.1.Q., pages 61.17.1-61.17.2) As you know, AT&T subsequently dropped its deposit request because 800 Services' revenue for the month of July (which was not available when the initial deposit calculation was made) increased 800 Services' prorated year to date revenues to exceed 50% of the commitment increase. The plan was made effective as of August 1, 1994.

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- If 800 Services orders a new CSTP II in July, it will become effective on the first day of August. (See Tariff F.C.C. No. 2, Section 3.3.1.Q., page 61.16.1). Any shortfall charge that is incurred based on first year revenues will be fixed as of July 31, the last day of the first year.
- In all events, if 800 Services discontinues its CSTP II without liability, 800 Services will be required to pay any difference between its pro-rated annual commitment and its actual charges through the date of discontinuance for the plan year in which the discontinuance is effective. (See Tariff F.C.C. No. 2, Section 3.3.1.Q.4., pages 61.19-61.19.1).
- If 800 Services discontinues its CSTP II without liability during the first year of its term, but fails to meet the annual revenue commitment, it will be required to repay the credits provided under the Spring Promo. (See Tariff F.C.C. No. 2, Section 8.1.1.165 page 261.186)

You will recall that in our telephone discussion on Friday, July 21, you included a participant on the call whom you introduced as Mike, your consultant. I did not catch Mike's last name or his company's name; could you please let me know what they are. I was initially taken aback when I heard this person's voice, because it sounded remarkably like the voice of Al Inga. In fact, I received a telephone message from Mr. Inga later in the day on Friday in which he indicated he was a party to our call and had tape recorded the conversation! Please let me know if the person you introduced as Mike was really Mr. Inga. I am confused by the contents of Mr. Inga's message to me. He referred to an effort to transfer service from 800 Services to Mr. Inga. I am unaware of any request for such a transfer. Please advise is such a request has ever been submitted to AT&T

Sincerely,

Anna Nicolacci
Account Manager